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## PART VI

### PUBLIC ADVERTISEMENTS

### FOREST DEPARTMENT

BANGALORE DISTRICT.

*Notification dated 5th June* 1937.

Tenders will be received at the Office of the District Forest Officer, Bangalore District, Bangalore, up to 2 P.M., on the 29th June 1937, for the preparation of Sandalwood at the Sandal Koti, Bangalore, during the year 1937-38.

*N.B.*—The approximate quantity of good wood to be prepared is 200 tons of billet class which may be increased at the discretion of the District Forest Officer.

2. Tender should be registered, insured and superscribed as "Tender for the preparation of Sandalwood at the Bangalore Sandal Koti." The tender should be accompanied by a deposit of Rs. 50 (rupees fifty) in currency notes. The rate to be quoted should be per ton of wood, and should include, charges for weighing and billeting, rough wood preparation of good wood and chiltas, arranging them classwar, weighing and lotting them classwar.

3. The Chief Conservator of Forests reserves to himself the power of accepting or rejecting the lowest tender without assigning any reason therefor.

4. Within 15 days from the date of termination of the fact of acceptance of the tender, the successful tenderer shall deposit a security of Rs. 200 inclusive of the initial deposit in clause 2 above in the shape of Mysore Government Savings Bank Account, duly pledged in favour of the District Forest Officer, Bangalore District, and execute an agreement binding himself to observe the following conditions, failing which the deposit paid already will be forfeited and the contract cancelled.

*Conditions.*

(*a*) That he will be bound during the period of contract to supply the required quantity of prepared wood for despatch to the Sandal Oil Factory, whenever called upon.

(*b*) That in case of failure on his part to furnish the required quantity at the required time, the Officer in charge of the Koti may make separate arrangements for the preparation of the wood, making the contractor liable to pay up the extra cost, if any, that may have to be incurred on account of his default.

(c) That he will work in the Koti under the strict supervision of the Officer in charge of the Koti at the time fixed by him. The contractor will be liable to the department for any loss or mischief done by his men while working in the Koti.

(d) That he should make his own arrangements for the tools, etc., required for the preparation work.

(e) That he should arrange to have the rough wood billeted, weighed and arranged into lots classwar for issue in the presence of the Koti Ranger for preparation, and after preparation is over, the classified wood must be weighed out and stocked classwar in lots.

(f) That his men do not smoke in the Koti while working and that in case of danger to the sandalwood by fire, the contractor will be liable to the department for the damages.

(g) That no advances will be paid to the contractor for the preparation work, but the payment will be made soon after the prepared wood is weighed out at the close of the month by means of a cheque on receipt of bill from the Koti Ranger.

(h) That the contractor shall agree to rounding of payments of his bills into annas and rupees as laid down in G. O. No. Fl. 4683-789—G. F. 85-25-2, dated 18th February 1926.

(i) That his coolies will submit to the disciplinary measures that may have to be enforced by the Koti Officer during the working hours.

(j) That for failure to fulfil all or any of the foregoing conditions, the contractor will be liable for such fine as the District Forest Officer, at his discretion, may levy and forfeiting of security deposit in part or in full to Government. In the case of mere forfeiture of security deposit amount; the difference shall be made good by the contractor immediately. The contract will also be liable for cancellation at the discretion of the District Forest Officer.

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*Notification dated 5th June* 1937.

Tenders will be received by the District Forest Officer, Bangalore, up to 2 P.M., on the 29th June 1937, for the carting of prepared Sandalwood from the Bangalore Sandal Koti to Bangalore City Railway Station, and rough wood and prepared wood from Bangalore City or Yesvantapur Railway Station to Bangalore Sandal Koti during the year 1936-37. The tenders will be opened at 2 P.M., on the same day before the tenderers present.

*N.B.*—1. The approximate quantity of wood to be carried to the Railway Station is 300 tons which may be increased or decreased at the discretion of the District Forest Officer.

2. Carting includes weighing out the sandalwood intended for despatch, counting billets and loading them into motor lorry and unloading the wood from the lorry at the City Railway Station, Bangalore, and loading into the wagons at the Railway Station.

3. In the case of chiltas, it also includes preparation of double bags, filling chiltas in bags and duly stitching them afterwards.

4. All the rough sandalwood and prepared wood consignments received by railway from other districts must be carted to the Koti. Carting includes unloading rough wood from wagons at station, loading them into carts, unloading, weighing and stocking them in lots in the Koti. The approximate quantity would be 300 tons. Carriage may be done either by motor lorry or by carts.

II. Tenders should be registered, insured and superscribed as *"Tender for the Carting of Sandalwood from the Bangalore Sandal Koti to the Railway Station, and rough wood and prepared wood from Railway Station to Bangalore Koti."* The tender should be accompanied by a deposit of Rs. 50 (fifty rupees) in currency notes. The rates to be quoted should be per ton of wood, separately for rough and prepared wood.

III. The Chief Conservator of Forests will be at liberty to accept or reject the lowest tender, without assigning any reason therefor.

IV. Within seven days from the date of intimation of the fact of approval, the successful tenderer shall furnish a security of Rs. 200 *including the initial deposit in clause* (2) above in the shape of Mysore Government Savings Bank Account, duly pledged in favour of the District Forest Officer, Bangalore District, and execute an agreement binding himself for observing the following conditions, failing which the initial deposit will be forfeited and the contract cancelled :—

*Conditions.*

(a) That he will be bound, during the period of contract, to provide the required number of carts or lorries for the despatch of sandalwood, whenever called upon. The lorries must be in good condition and the capacity of the same should not be less than 1½ tons.

(*b*) That in case of failure on his part to furnish the required number of carts or lorries in required time, the Officer in charge of the Koti may make his own arrangements for despatch of the wood making the contractor liable to pay up the extra cost, if any, that may have to be incurred. The contract will also be liable for cancellation at the discretion of the District Forest Officer, on account of such default.

(*c*) The loading and unloading business will be done so as not to give room for leakage or damage of sandalwood and that, in either case, the contractor will be liable to the department for the loss so sustained.

(*d*) That all the loaded carts or lorries will leave the Koti or the Railway Station as the case may be, at the same time and move on, in one batch under the supervision of the departmental subordinates to be deputed to guard the consignment.

(*e*) That the drivers of carts or lorries should not smoke either in the Koti or while the sandalwood is under transit, and that in the case of danger to the sandalwood by fire, the contractor will be liable to the department for damages.

(*f*) That his coolies and drivers of carts or lorries will submit to the disciplinary measure that may be enforced by the Koti Officer, during working hours.

(*g*) That for failure to fulfil all or any of the foregoing conditions, the contractor will be liable for such fine as the District Forest Officer, at his discretion, may levy and forfeiture of the security deposit in full or in part to Government. In the case of mere forfeiture of the security deposit amount, the difference shall be made good by the contractor immediately. The contract will also be liable to cancellation at the discretion of the District Forest Officer.

(*h*) No advances will be made to the contractor for this work, but payment will be made by means of cheques on receipt of bills from the Koti Officer who will prepare the bill after receipt of acknowledgment from the Sandal Oil Factory, Mysore, in the case of good wood and after the issue of Koti receipt in the case of rough wood, subject to the rounding of his bills into annas and rupees, as laid down in G. O. No. Fl. 4683-789—G. F. 85-25-2, dated 18th February 1926.

(*i*) Payment will be made only on the quantities acknowledged by the Factory.

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*Notification dated 5th June 1937:*

Notice is hereby given that sealed tenders will be received at the Office of the District Forest Officer, Bangalore District, Bangalore, up to 2 P.M., on the 29th June 1937, for collection, rough dressing and carting of dry mature Sandalwood and ground-hidden roots from the undermentioned ranges of the District to Bangalore Sandal Koti, during the year 1937-38 as detailed below :—

| Serial No. | Name of Range | Approximate quantity to be collected | Remarks |
|---|---|---|---|
| | | Tons | |
| 1 | Bangalore .. .. .. .. | 10 | |
| 2 | Anekal .. .. .. .. | 5 | |
| 3 | Satnur and Kankanhalli .. .. .. | 250 | |
| 4 | Kabbal .. .. .. .. | 10 | |
| 5 | Closepet .. .. .. | 15 | |
| 6 | Dodballapur .. .. .. .. | 10 | |
| | Total .. | 300 | |

*N.B.*—The work includes weighment at the Koti and lotting in the Storage Shed as per instructions of the Officer-in-charge.

1. The contract will be for the period ending with 30th June 1938.

2. Tenders may be submitted separately for each Range and should specify the rate per ton delivered at Bangalore Sandal Koti.

3. Each tender must be accompanied by a deposit of Rs. 50 (Rupees Fifty) for each range in currency notes as earnest money, without which the tender will be rejected. Cover containing the tender should be addressed to the District Forest Officer, Bangalore, duly registered, insured and superscribed "Tender for the collection and carting of Sandalwood and ground-hidden roots."

Collection includes uprootal, rough dressing and stocking in a place accessible for carts. Separate rates must be given for collection and carting per ton. The tenders will be opened by the District Forest Officer on 6th August 1937 at 3 P.M., in the presence of such of the tenderers as may be present.

4. The final acceptance of any tender will rest with the Chief Conservator of Forests in Mysore who does not bind himself to accept the highest or any tender or to assign any reason whatsoever for rejecting the same.

5. The acceptance of any tender will be duly communicated to the successful tenderer and the earnest money of other tenderers will be returned to them.

6. The successful tenderer shall execute a bond on a proper stamped paper embodying terms enumerated below within a week of the receipt of the orders, and shall deposit in Government Savings Bank a sum of Rs. 200 as earnest money for the due fulfilment of the terms of the contract. The deposit referred to here shall also include the earnest money referred to in para 4 *supra*, failing which the initial deposit will be forfeited and the contract will be cancelled.

*Conditions.*

(*a*) The collection of dead Sandalwood and ground-hidden roots shall be extended to all State Forests, District Forests, Amrut Mahal Kavals, assessed and unassessed Government waste lands and to such of Inam, Jodi, Kayamgutta and Sarvamanya villages as of which, the holders are not entitled to the Sandalwood either by sannads or judicial decrees.

(*b*) With regard to the removal of Sandalwood from private holdings, only such of the trees as have been marked by the departmental subordinates shall be removed with the previous written permission of the Range Officer on Sandal Extraction duty.

(*c*) The collection shall be confined to dead, fallen and decaying Sandal trees and to ground-hidden roots. On no account shall green and mature trees be uprooted. The axes should not, as far as possible, be used for uprootal and rough preparation of Sandalwood.

(*d*) The Sandalwood uprooted shall be roughly dressed in the jungle, leaving a thin layer of less than half an inch of whitewood and shall be carted to the Koti. Each consignment to the Koti shall be covered by a pass-port issued by the departmental subordinates.

(*e*) The contractor shall further bind himself to collect and cart two-thirds of the contracted quantity before the end of December 1937, and the balance by the 30th June 1938.

(*f*) The successful tenderer shall see that no injury is caused to the State Forests or property situated therein in the course of his operations and in the event of any such occurring through his negligence or of his men, he shall be made liable as per departmental rules.

(*g*) Should the collection and carting of sandalwood to the Koti be found unsatisfactory, the District Forest Officer will immediately cancel the contract and shall make other arrangements for working out the contracted quantity at the risk of the contractor.

(*h*) The contractor shall remove all the scented wood from the pits, from which the trees have been up-rooted.

(*i*) For the breach of any or all of the above conditions, the contractor shall forfeit the earnest money referred to in para 6 *supra* and the undisbursed portion of the money, if any, due to him for collection and carting of Sandalwood made till the date of default.

(*j*) Payment of charges shall be made only on net quantity acknowledged by the Koti, *i.e.*, after deducting 2 cwts. and 36 lbs. per ton towards driage in the case of rough wood as per procedure now in vogue upon the production of the Koti receipt for the Sandalwood and ground-hidden roots received, and weighed out in the Koti.

(*k*) The contractor shall agree to the rounding of payments of bills into annas and rupees as laid down in Government Order No. Fl. 4683—G.F. 85-25-2, dated 18th February 1926.

H. S. RANGACHAR,
*District Forest Officer.*

## KOLAR DISTRICT.

*Abstract Notification dated 5th June 1937.*

The attention of the public is invited to the Notification dated 5th June 1937, published on page 894, Part VI of the *Mysore Gazette*, dated 10th June 1937, regarding the resale of the seethapal produce of the Bowringpet Taluk up to the end of June 1938.

## SALE OF FUEL TREES.

*Notification dated the 5th June 1937.*

It is hereby notified for general information that the right of collecting and removing firewood during 1937-38 in the coupes of the State Forests of the District as detailed in the following statement will be sold by public auction by the District Forest Officer, or by any other Officer deputed by him, subject to the conditions mentioned below :—

| Range | Name of Forest | Name of working circle or felling series | Coupe No. | Coupe Year | Area in acres | Distance from nearest Railway Station | Place of sale | Date of sale |
|---|---|---|---|---|---|---|---|---|
| Bowringpet | Kamasandra Forest .. | Mallappana Kande F.S. | 10 | 1937-38 | 60 | 10 to 13 miles. | Thoppanahalli | 7th July 1937 |
| | | Dinnur F.S. .. | 10 | ,, | 74 | | | |
| | | Chattagutta Palli F.S. | 9 | 1936-37 | 64 | | | |
| | | Yapalachiru F.S. .. | 9 | ,, | 83 | | | |
| | | | 10 | 1937-38 | 83 | | | |
| | | Yergod F.S. .. | 8 | 1935-36 | 70 | | | |
| | | Bompalli F.S. .. | 6 | 1933-34 | 42 | | | |
| | | | 7 | 1934-35 | 42 | | | |
| | | | 8 | 1935-36 | 42 | | | |
| | | Budikote .. | 8 | .. | 48 | | | |
| Srinivasapur | Srinivasapur Forest .. | Northern W.C. .. | 16 | 1937-38 | 70 | 3 to 4 miles. | Srinivasapur T. B. | 14th July 1937. |
| | | Southern W.C. .. | 16 | ,, | 50 | | | |
| | | Eastern W.C. | 16 | ,, | 50 | | | |
| | Agra Forest .. | Northern W.C. .. | 16 | ,, | 115 | 12 to 15 miles. | | |
| | | Southern W.C. .. | 16 | ,, | 285 | | | |
| | Gokunte Gollahalli Forest | Northern W.C. .. | 12 | 1930-31 | 68 | | | |
| | | | 17 | 1935-36 | 70 | | | |
| | | | 18 | 1936-37 | 88 | | | |
| | | | 19 | 1937-38 | 88 | | | |
| | | Southern W.C. .. | 9 | 1927-28 | 71 | | | |
| | | | 10 | 1928-29 | 71 | | | |
| | | | 17 | 1935-36 | 56 | | | |
| | | | 18 | 1936-37 | 71 | | | |
| | | | 19 | 1937-38 | 71 | | | |
| | Royalpad Block I .. | 1st W.C. .. | 1 | 1933-34 | 47 | 20 miles. | Royalpad T. B. | 16th July 1937. |
| | | | 5 | 1937-38 | 47 | | | |
| | | 2nd W.C. .. | 1 | 1933-34 | 75 | | | |
| | | | 5 | 1937-38 | 75 | | | |
| | | 4th W.C. .. | 1 | 1932-33 | 82 | | | |
| | | | 3 | 1934-35 | 82 | | | |
| | | | 4 | 1935-36 | 82 | | | |
| | | | 6 | 1937-38 | 82 | | | |
| | | 3rd W.C. .. | 14 | 1937-38 | 168 | | | |
| | | 5th W.C. .. | 1 | 1932-33 | 80 | | | |
| | | | 3 | 1934-35 | 80 | | | |
| | | | 4 | 1935-36 | 80 | | | |
| | | | 6 | 1937-38 | 80 | | | |
| | Royalpad Block II .. | Northern W.C. .. | 10 | ,, | 80 | | | |
| | | Southern W.C. .. | 10 | ,, | 45 | | | |
| | Do III | Valeswarabetta .. | 4 | 1931-32 | 60 | | | |
| | | | 10 | 1937-38 | 60 | | | |
| | Royalpad Block IV .. | Eastern W.C. .. | 1 to 7 | 1928-35 | 280 | 24 miles. | Motamakalahalli Bungalow. | 19th July 1937. |
| | | | 8 | 1935-36 | 40 | | | |
| | | | 10 | 1937-38 | 40 | | | |
| | Do .. | Western W.C. .. | 7 | 1934-35 | 33 | | | |
| | | | 10 | 1937-38 | 33 | | | |
| | Do .. | Central W.C. .. | 1 to 5 | 1928-33 | 163 | | | |
| | | | 10 | 1937-38 | 32 | | | |
| | Konaguntlu .. | Northern W.C. .. | 1 to 14 | 1919-30 | 1040 | | | |
| | | | 17 | 1935-36 | 78 | | | |
| | | | 18 | 1936-37 | 78 | | | |
| | | | 19 | 1937-38 | 78 | | | |
| | Do .. | Southern W.C. .. | 1 & 5 to 12 | 1919-31 | 504 | | | |
| | | | 13 & 14 | 1931-33 | 112 | | | |
| | | | 15 & 16 | 1933-35 | 112 | | | |
| | | | 17 | 1935-36 | 56 | | | |
| | | | 18 | 1936-37 | 56 | | | |
| | | | 19 | 1937-38 | 56 | | | |

| Range | Name of Forest | Name of working circle or felling series | Coupe No. | Coupe Year | Area in acres | Distance from nearest Railway Station | Place of sale | Date of sale |
|---|---|---|---|---|---|---|---|---|
| Chikballapur. | N. D. B. II .. | .... | 30 | 1937-38 | 140 | 10 miles. | Chikballapur T. B. | 26th July 1937. |
| | N. D. B. III .. | Northern W.C. .. | 1 to 7 | 1908-15 | 1,340 | | | |
| | | | 8 | 1915-16 | 200 | | | |
| | | | 9 | 1916-17 | 200 | | | |
| | | | 10 | 1917-18 | 200 | | | |
| | | | 11 | 1918-19 | 134 | 17 miles. | | |
| | | | 27 | 1934-35 | 170 | | | |
| | | | 28 | 1935-36 | 100 | | | |
| | | | 30 | 1937-38 | 200 | | | |
| | Do .. | Southern W.C. .. | 30 | 1937-38 | 148 | 10 miles. | | |
| | N. D. B. IV .. | Sadenahalli W.C. .. | 1 to 15 | 1908-18 | 288 | | | |
| | | | 16 | 1918-19 | 108 | | | |
| | | | 18 | 1920-21 | 80 | | | |
| | | | 19 | 1921-22 | 108 | | | |
| | | | 20 | 1922-33 | 83 | | | |
| | | | 21 | 1923-24 | 108 | | | |
| | | | 22 | 1924-25 | 103 | | | |
| | | | 23 | 1925-26 | 108 | | | |
| | | | 24 | 1926-27 | 50 | | | |
| | | | 25 | 1927-28 | 100 | 13 miles. | | |
| | | | 30 | 1932-33 | 60 | | | |
| | | | 28 | 1935-36 | 100 | | | |
| | | | 30 | 1937-38 | 108 | | | |
| | N. D. B. IV .. | Kothenahalli W.C. .. | 1 to 11 | 1908-19 | 1,320 | | | |
| | | | 12 | 1919-20 | 60 | | | |
| | | | 13 | 1920-21 | 60 | | | |
| | | | 15 | 1922-23 | 70 | | | |
| | | | 16 | 1923-24 | 90 | 10 miles. | | |
| | | | 17 | 1924-25 | 55 | | | |
| | | | 18 | 1925-26 | 120 | | | |
| | | | 19 | 1926-27 | 120 | | | |
| | | | 20 | 1927-28 | 100 | | | |
| | | | 21 | 1928-29 | 70 | | | |
| | | | 27 | 1934-35 | 120 | | | |
| | | | 28 | 1935-36 | 120 | | | |
| | | | 30 | 1937-38 | 120 | | | |
| | N. D. B. IV .. | Nallakadirenahalli W.C. | 1 to 11 | 1908-19 | 1,245 | | | |
| | | | 12 | 1919-20 | 90 | | | |
| | | | 13 | 1920-21 | 115 | | | |
| | | | 17 | 1924-25 | 105 | | | |
| | | | 18 | 1925-26 | 80 | 18 miles. | | |
| | | | 20 | 1927-28 | 100 | | | |
| | | | 21 | 1928-29 | 40 | | | |
| | | | 27 | 1934-35 | 85 | | | |
| | | | 28 | 1935-36 | 115 | | | |
| | | | 30 | 1937-38 | 115 | | | |
| | Do .. | Devarabetta W.C. .. | 1 to 11 | 1908-19 | 1,276 | | | |
| | | | 15 | 1922-23 | 26 | | | |
| | | | 16 | 1923-24 | 91 | | | |
| | | | 17 | 1924-25 | 60 | | | |
| | | | 18 | 1925-26 | 131 | | | |
| | | | 19 | 1926-27 | 116 | | | |
| | | | 20 | 1927-28 | 100 | 16 miles. | | |
| | | | 21 | 1928-29 | 66 | | | |
| | | | 27 | 1934-35 | 116 | | | |
| | | | 28 | 1935-36 | 116 | | | |
| | | | 29 | 1936-37 | 116 | | | |
| | | | 30 | 1937-38 | 116 | | | |
| | Ittikaldurga Block I .. | Northern W.C. .. | 1 | 1915-16 | 95 | | | |
| | | | 2 | 1916-17 | 95 | 41 to 44 miles to Chikballa pur. | | |
| | | | 3 | 1917-18 | 95 | | | |
| | | | 4 | 1918-19 | 85 | | | |
| | | | 5 | 1919-20 | 95 | | | |
| | | | 8 | 1922-23 | 55 | | | |
| | | | 23 | 1937-38 | 95 | | | |
| | Do .. | South W.C. .. | 1 | 1915-16 | 95 | | | |
| | | | 2 | 1916-17 | 95 | | | |
| | | | 3 | 1917-18 | 95 | | | |
| | | | 4 | 1918-19 | 85 | | | |
| | | | 5 | 1919-20 | 70 | | | |
| | | | 10 | 1924-25 | 75 | | | |
| | | | 23 | 1937-38 | 95 | | | |

| Range | Name of Forest | Name of working circle or felling series | Coupe No. | Coupe Year | Area in acres | Distance from nearest Railway Station | Place of sale | Date of sale |
|---|---|---|---|---|---|---|---|---|
| | Ittikaldurga Block II | North W.C. | 1 | 1915-16 | 128 | | Baggpalli T. B. | 21st July 1937. |
| | | | 2 | 1916-17 | 128 | | | |
| | | | 3 | 1917-18 | 128 | | | |
| | | | 4 | 1918-19 | 128 | | | |
| | | | 5 | 1919-20 | 118 | | | |
| | | | 8 | 1922-23 | 58 | | | |
| | | | 9 | 1923-24 | 60 | | | |
| | | | 10 | 1924-25 | 68 | | | |
| | | | 23 | 1937-38 | 128 | | | |
| | Do | South W.C. | 1 to 5 | 1915-20 | 502 | | | |
| | | | 7 | 1921-22 | 68 | | | |
| | | | 13 | 1927-28 | 120 | | | |
| | | | 23 | 1937-38 | 128 | | | |
| | Do III | North W.C. | 1 | 1915-16 | 113 | | | |
| | | | 2 | 1916-17 | 113 | | | |
| | | | 3 | 1917-18 | 113 | | | |
| | | | 4 | 1918-19 | 113 | | | |
| | | | 12 | 1926-27 | 110 | | | |
| | | | 23 | 1937-38 | 113 | | | |
| | Do III | South W.C. | 1 | 1915-16 | 114 | | | |
| | | | 2 | 1916-17 | 114 | | | |
| | | | 3 | 1917-18 | 114 | | | |
| | | | 23 | 1937-38 | 114 | | | |
| | Do IV | North W.C. | 1 to 14 | 1915-19 | 264 | 41 to 44 miles to Chickballapur. | | |
| | | | 5 | 1919-20 | 61 | | | |
| | | | 8 | 1922-23 | 46 | | | |
| | | | 10 | 1924-25 | 64 | | | |
| | | | 11 | 1925-26 | 30 | | | |
| | | | 13 | 1927-28 | 66 | | | |
| | | | 14 | 1928-29 | 56 | | | |
| | | | 23 | 1937-38 | 66 | | | |
| | Do | South W.C. | 1 to 5 | 1915-20 | 330 | | | |
| | | | 8 | 1922-23 | 46 | | | |
| | | | 10 | 1924-25 | 66 | | | |
| | | | 11 | 1925-26 | 30 | | | |
| | | | 12 to 14 | 1926-29 | 198 | | | |
| | | | 16 to 18 | 1930-33 | 198 | | | |
| | | | 23 | 1937-38 | 66 | | | |
| | N. D. B. V | I D.C. | 1 to 5 | 1915-20 | 610 | 12 to 15 miles to Goribidnur. | Gudibanda T. B. | 22nd July 1937. |
| | | | 23 | 1937-38 | 124 | | | |
| | | II W.C. | 1 to 4 | 1915-19 | 496 | | | |
| | | | 23 | 1937-38 | 124 | | | |
| | | III W.C. | 1 to 4 | 1915-19 | 496 | | | |
| | | | 23 | 1937-38 | 124 | | | |
| | Valaso Forest | .... | 30 | 1937-38 | 63 | 10 to 18 miles to Thondebhavi. | Thondebhavi T. B. | 23rd July 1937. |
| | Yemmegudda Forest | .... | 18 | 1937-38 | 103 | | | |

*Conditions*

(i) It should be clearly noted that the contractor should make his own arrangements for the removal of fuel from the coupes and that the Forest Department will not undertake any responsibility in the matter of opening of road, etc.

1. The sale will commence at 2 P.M. precisely on each day and will be subject to the confirmation of the District Forest Officer in case of bids of Rs. 1,000 and below, and of the Chief Conservator of Forests in other cases. Each coupe will be sold separately.

2. Each bidder shall, before he is permitted to bid, be required to furnish a solvency certificate as under the Thangadi Sale Rules and deposit a sum of Rs. 50 (fifty) as earnest money with the officer conducting the sale; the deposit will be returned to him if his bid is not accepted. The person whose bid is accepted shall, immediately after the close of the sale, pay 25 per cent of the bid amount and local cess at one anna per rupee, education cess at six pies per rupee, and railway cess at three pies per rupee, less the deposit already paid, failing which the right will be resold or worked departmentally at the risk of the defaulting bidder. He will be liable for the loss, if any, that may result by such resale or departmental working, which will be recoverable from him as arrears of land revenue but he shall not participate in any gain.

3. Defaulters to the department will not be allowed to bid at the sale.

4. All fuel-yielding trees except those reserved by the department will be sold either for a lumpsum amount for the whole coupe or for area in acres.

5. Power is reserved to the sale-conducting officer to accept or reject any bid without assigning any reason therefor.

6. Within a week from the date of intimation regarding the confirmation of the sale, the person whose bid is accepted shall deposit a sum of Rs. 50 (fifty) or 25 per cent of the sale amount, whichever is less, for each coupe as security towards the due fulfilment of his contract and shall also pay within that period the remaining 75 per cent of the contract amount due by him and shall execute an agreement on a stamped paper of proper value accepting the above terms and the terms specified below, failing which the amount already paid will be forfeited to Government and the produce resold or worked departmentally at his risk as noted in clause (2) *supra*. The security deposit or the balance thereof as may remain over shall be repayable to the contractor on his producing proof relieving him of any liability under the contract.

7. Interest at the rate in vogue for the time being will be levied on all arrears of amount which are permitted to be paid after the due date.

The following are the further conditions to which the contractor should bind himself:—

(*a*) In the case of forests for which working plans have been sanctioned, the purchasers should also abide by the conditions contained therein.

(*b*) Felling should be completed before the 31st January 1938 and the removal by the 15th June 1938. No fellings will be allowed in summer after January 1938.

(*c*) Fellings should be made in a methodical manner from one side of the coupe, leaving the standards marked on the area intact along with all the trees less than one foot in girth, trees yielding M. F. P. and all trees and shrubs that are within a radius of six feet from sandal trees and sapplings. The trees must be felled and coppiced in one operation in such a way that the top of the bark of stump touches the ground and will not be separated from the wood of the stumps and will not be jammed or split and the top of the stump should not exceed six inches in height above ground.

(*d*) He shall stack fuel in the ovens near felling or at the place appointed by the Range Officer and leave timber poles and logs dressed at the stumps till inspected and passed by the Range Officer.

Each consignment of fuel shall be covered by the passport issued by the Range Officer or any other officer deputed by the District Forest Officer in this behalf and never by private chit of the purchaser or anybody else.

(*e*) If any tree, shrub or growth reserved by the department in clause C *supra* is cut, he shall pay a fine not exceeding Rs. 10 per tree.

(*f*) He shall abide by the rules of the department as regards the kindling of the fires and shall hold himself responsible for any forest offences committed by his agents, employees or workmen.

(*g*) No operation shall take place in the forest after sunset or before sunrise.

(*h*) The contract shall not be sublet to anybody except with the written sanction of the District Forest Officer; cutting or removal by people on the chits of the contractor will not be allowed.

(*i*) He shall maintain a register in the form prescribed by the District Forest Officer showing the number of trees felled and the outturn of fuel resulting therefrom and shall keep it open for the examination of Forest Officers.

(*j*) He shall have no right whatsoever over the coupe and over the fuel paid for, but left unremoved in any of the coupes after 15th June 1938. Extension of time will not be granted under any circumstance.

(*k*) For any breach of any of the conditions of the contract by the contractor or his agents, the contract shall be void at the option of the District Forest Officer and the latter may, after issuing to the contractor a notice of the cancellation of the contract, enforce forfeiture of all or any part of the deposit and shall resell the right or work it departmentally at the risk of the contractor as in clause 2 *supra*. If the deposit or part thereof is so forfeited, it shall be immediately made good by the contractor.

H. V. RANGASWAMI IYENGAR,
*District Forest Officer.*

## TUMKUR DISTRICT.

*Abstract Notification dated 1st June 1937.*

The attention of the public is invited to the detailed Grass Sale Notification of this District, published on pages 894-895, Part VI of the *Mysore Gazette*, dated 10th June 1937.

B. MADHAVA RAO,
*District Forest Officer.*

## MYSORE DISTRICT.

*Abstract Notification dated the 29th May 1937.*

The attention of the public is invited to the detailed notification regarding the sale of timber in the following depots on the dates noted against each, published on pages 849-850, Part VI of the *Mysore Gazette*, dated 3rd June 1937.

| *Name of Depot.* | *Date of Sale.* |
|---|---|
| Mysore Wood Yard .. .. .. | 22nd June 1937. |
| Manchegowdanhalli .. .. .. | 18th June 1937. |
| Hunsur .. .. .. | 17th June 1937. |
| Periyapatna .. .. .. | 18th June 1937. |
| Begur .. .. .. | 24th June 1937. |
| Karapur .. .. .. | Do |
| Kakankote .. .. .. | Do |

*Resale Notification dated the 1st June 19237.*

It is hereby notified for general information that the exclusive right of collecting the Minor Forest Produce on all Government unoccupied lands, Amrit Mahal Kavals, State Forests, Reserved lands and Plantations of the undermentioned Taluks and Sub-Taluk, from the date of confirmation of the sale to 30th June 1938, will be resold at 3 P.M., on Friday, 25th June 1937, by the Deputy Commissioner, Mysore District or other Officer deputed by him at his Court Hall, Mysore, at the risk of the original purchasers, subject to the conditions of the detailed notificaton No. D1-121-1209—35-36, dated 4th May 1936, since the original purchasers have failed to remit the 2nd khist of the lease amount due on 1st May 1937.

1. Heggaddevankote Taluk.
2. Hunsur Taluk.
3. Krishnarajanagar Taluk.
4. Periyapatna Sub-Taluk.

K. REVANNA,
*District Forest Officer.*

## HASSAN DISTRICT.

*Abstract Notification dated 3rd June 1937.*

The attention of the public is invited to the detailed notification published on pages 896-897, Part VI of the *Mysore Gazette*, dated 10th June 1937, regarding the sale of the right to graze cattle in the several Forests and Plantations in the Hassan District.

*Resale Notification dated 10th June 1937.*

It is hereby notified for general information that the exclusive right of collecting and removing the Minor Forest Produce including A sale on all Government unoccupied lands, Amrith Mahal Kavals, State Forests, Reserved lands and Plantations in Belur Taluk from the date of confirmation of the sale to 30th June 1938, will be resold by the Deputy Commissioner, Hassan District or by an Assistant Commissioner deputed by him, the District Forest Officer, Hassan District, being present, in the District Forest Office, Hassan, on Monday the 5th July 1937 at 2 P.M. at the risk of the original purchaser who was failed to pay the khist due on 1st May 1937.

For further particulars and conditions, *Vide* Chief Conservator's detailed Notifications No. D. 1121-1209 of 1935-36, dated 4th May 1936, published on pages 691 to 695, Part VI of the *Mysore Gazette*, dated 14th May 1936.

*Notification dated 11th June 1937.*

It is hereby notified for the information of the public that the right of collection and transport of Tupra leaves from State Forests and Amrit Mahal Kavals, in the undermentioned Taluks for three years 1937-40 will be sold by public auction by the District Forest Officer or the Range Officer deputed by him on the dates and at places noted against each at 2-30 P.M. precisely on every day. The sale will be subject to the confirmation of the District Forest Officer or the Conservator of Forests as the case may be.

1. No person will be allowed to bid unless he deposits with the sale conducting officer an earnest money in cash or currency note of Rs. 10 which in the case of all unsuccessful bidders will be duly returned after the close of the sale. No defaulters will be permitted to bid for.

2. The highest bidder shall immediately after the close of the sale pay up the one-fourth sale amount together with local and education cesses on the entire sale amount at Re. 0-1-0 and Re. 0-0-6 in the rupee inclusive of the initial deposit of Rs. 10 and shall further pay into the Government Treasury, the balance of the three-fourths of the sale amount within the sunset of the 15th day from the date of sale or if that day happens to be a Government Holiday before the sunset of the next office day, failing which, the sale will be cancelled and a resale will be held at the risk of the original purchaser who will be liable to make good any loss that may accrue which will be recoverable as an arrear of land revenue under Section 79 of the Forest Regulation, but shall not participate in any profit that may result. Further all the money so far paid shall be forfeited to Government.

3. Within fifteen days from the date of confirmation of the sale, the purchaser shall execute a *Mutchalika* on a duly stamped paper and shall further deposit in the Government Savings Bank an amount equal to one-fourth of the sale amount or Rs. 500 whichever is less duly pledged to the District Forest Officer. Failing to do this will also entail in the sale being cancelled and further action taken as per abovesaid conditions.

4. The other conditions will generally be the same as those applicable in the case of the notification regarding the sale of Minor Forest Produce lease, except the payment of the sale amount which, if deemed necessary, will be explained at the time of sale.—

| Taluk | Produce | Place of sale | Date of sale |
|---|---|---|---|
| 1. Hassan .. | Tupra leaves | Hassan .. | 1st July 1937. |
| 2. Holenarsipur .. | | Holenarsipur .. | 7th do |
| 3. Arkalgud .. | | Arkalgud .. | 9th do |
| 4. Alur .. | | Alur .. | 16th do |
| 5. Arsikere .. | | Arsikere .. | 2nd do |
| 6. Channarayapatna .. | | Channarayapatna | 6th do |
| 7. Manjarabad .. | | Saklespur .. | 5th do |
| 8. Belur .. | | Belur .. | 6th do |

*Notification dated 11th June 1937.*

SALE OF STONE.

It is hereby notified for the information of the public that the right of quarrying building stones and slabs in the undermentioned State Forests, Reserved lands, Plantations and Amrit Mahal Kavals of Hassan District from the date of confirmation till the end of June 1938 will be sold in auction by the District Forest Officer or the Forest Range Officer concerned on the dates and at the places noted :—

| No. | Locality | Produce | Place of sale | Date of sale |
|---|---|---|---|---|
| 1 | Tirumaladevaragudda State Forest .. | Stone .. | Hassan .. | 6th July 1937, |
| 2 | Jydahalla do .. .. | Do .. | Do .. | Do |
| 3 | Ramadevarahalla do .. .. | Do .. | Do .. | Do |
| 4 | Burudalbore do .. .. | Do .. | Do .. | Do |
| 5 | Kattaya Amrit Mahal Kaval .. | Do .. | Do .. | Do |
| 6 | Hirekalgudda State Forest .. .. | Do .. | Arsikere .. | 8th July 1936. |
| 7 | Baslekal .. do .. .. | Do .. | Do .. | Do |
| 8 | Bettadapura .. do .. .. | Do .. | Do .. | Do |
| 9 | Deshani do .. .. | Do .. | Do .. | Do |
| 10 | Bendekere Plantation do .. .. | Do .. | Do .. | Do |
| 11 | Belavathalli Reserve do .. .. | Do .. | Do .. | Do |

The sale will commence at 2 P.M. on the dates of the sales.

*Conditions.*

(1) Each bidder must deposit Rs. 25 with the officer conducting the sale as earnest money before he is permitted to bid.
(2) At the close of the sale, full sale amount with cesses due should be paid by the highest bidder, deducting the earnest deposit. In default, the bob will be resold. The deposits of unsuccessful bidders will be returned to them.
(3) The sale is subject to confirmation by the District Forest Officer, Hassan District.
(4) Within fifteen days of intimation of the confirmation of the sale, the purchaser should deposit 25 per cent of the sale amount as security deposit, execute a bond and work the bob himself failing which the lease will be disposed of otherwise to the best advantage of Government.
(5) The lessee should not sublet without the written permission of the District Forest Officer. The lessee should keep account of stones quarried and render copies thereof monthly to the Range Officer concerned.
(6) The lessee should enter the State Forest with the permission of the Local Range Forest Officer and collect the bob during day time only, *i.e.*, from sunrise to sunset.
(7) No quarrying of stone will be permitted in the fire season (February 15th to 15th April).
(8) No damage should be done to the tree growth or grass by cutting or burning it.
(9) The damage done by the lessee or his agents or workmen will be assessed at Rs. 10 per tree or per acre at the discretion of the District Forest Officer, whose orders are final.
(10) The right to issue individual licenses for stone for *bona-fide* use is reserved to Government.

N. VENKATARAMAIYA,
*District Forest Officer.*

## SHIMOGA FOREST DIVISION.

*Notification dated the 11th June 1937.*

It is hereby notified for general information that the right of collecting and removing the canes during 1937-38 in the undermentioned State Forests of Shimoga Division subject to the exercise of rights of villagers will be sold by the District Forest Officer, Shimoga, or any other Officers deputed by him on the dates and at the place noted against each.

| Sl. No. | Range | Name of Forest | Place and date of sale | Officer conducting the sale |
|---|---|---|---|---|
| 1 | Agumbe Range .. | Agumbe and Balehalli. | Agumbe T. B. 2nd July 1937 at 2 P.M. | District Forest Officer, Shimoga or other officer deputed by him. |

*N.B.*—The collection period shall extend till the end of June 1937.

The successful bidder shall, immediately after the sale, pay one-fourth of the sale amount together with Local Cess at one anna per rupee, Railway Cess at three pies per rupee and Education Cess at six pies per rupee on the entire sale amount in default, the right will be resold at his risk. If the deficit amount be not paid, it will be recovered as arrears of land revenue.

Within 15 days of the intimation of the confirmation of the sale, the accepted bidder shall pay the balance of the lease amount in full and enter into an agreement on a duly stamped paper of proper value obtained at his own cost binding himself to the conditions specified hereunder.

The sale is subject to the confirmation by the District Forest Officer or the Conservator of Forests, as the case may be.

The lessee shall deposit a sum of Rs. 50 for the due fulfilment of the conditions of the contract in the shape of Government Savings Bank Deposit.

*Conditions.*

(1) Canes should be extracted without injuring the roots of the clump. Tender ones should on no account be extracted.
(2) At least three shoots in a clump should be left untouched.
(3) The lessee or his agents or servants shall not injure any tree or other Forest produce while collecting canes.
(4) The lessee shall be held personally responsible for any damaging acts of his agents or servants during the collection of canes.

(5) The lessee shall not sublet the contract without permission from the District Forest Officer.
(6) Coolies employed by the lessee must take permits from the Range Officer when they enter the Forests for collection.
(7) The produce should be removed from the limits of the Forests by the end of June 1938 under cover of passports issued by the Range Officer.
(8) The lessee shall be held personally responsible for the occurrence of fire in the Forest if there is sufficient ground for the department to think that it has been caused by his negligence or by the acts of his employees.
(9) The lessee shall keep and render accounts every month to the District Forest Officer of the produce collected and removed by him during the month. His account will be liable for the inspection of the Conservator of Forests or the District Forest Officer or any other Officer deputed by either of them.

In the event of the breach of any of the above conditions, the lease will be liable to be cancelled and the lessee fined to the extent of Rs. 5 at the discretion of the District Forest Officer, in addition to forfeiture of the security deposit amount.

Interest will be charged on all belated payments at the rates in force.

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*Notification dated 11th June 1937.*

It is notified for general information that the right of collecting tolls at the toll-gate at Hanagere of Hanagere Range on the Hanagere-Sirigere and Shimoga-Hanagere Forest Road, from 1st July 1937 to 30th June 1938 will be sold by public auction at Sirigere, on 6th July 1937, at 3 P.M., by the Forest Sub-Division Officer, Ayanur or any other officer deputed for the purpose. The sale will be subject to the confirmation of the District Forest Officer or the Conservator of Forests in Mysore, as the case may be.

2. The contractor who purchases the right must collect tolls at the rates mentioned in Schedule A, both for in-coming and out-going traffic and at no higher rates.

3. The District Forest Officer or the Conservator of Forests reserves to himself the power of refusing or accepting the highest or any bid that may be offered.

4. The sale amount is payable in twelve equal monthly instalments due on or before the 10th of each month. The contractor shall pay, as soon as the sale is over, a deposit equal to two months' instalments for the due fulfilment of the contract. The amount in deposit will, if the conditions of the contract are complied with, be credited towards the instalments due for the last two months of the contract period.

5. If the deposit is not made immediately after the close of the sale, the contract will be resold at the risk of the approved bidder. If delay is made in the payment of the instalments, interest at one pie per rupee per month will be levied till the date of payment, and the unexpired portion of the contract will also be liable to be resold at the discretion of the District Forest Officer or the Conservator of Forests, and the deficit, if any, in the resale will be recovered from the contractor, who shall not be entitled to any profit, resulting therefrom.

6. In addition to the sale amount, the contractor is bound to pay local cess at one anna per rupee, education cess at six pies per rupee and railway cess at three pies in the rupee on the contract amount in a lumpsum after the confirmation of the sale.

7. The contractor is also bound to keep an account showing the daily collections and it shall be open to inspection by the Forest and Revenue authorities.

8. He shall also be bound to keep the true accounts of traffic passing through the gates as specified in para 7, for which purpose, he shall bind himself to maintain at his own cost a resident mutsaddi at the toll-gate.

9. If any toll-gate or house is required, it will be put up at Government expense, if found necessary.

10. The contractor should conform generally to the rules published in the late Chief Commissioner's Notification No. 274, dated 4th November 1876.

11. Carts laden with bones or other substances for use as manure should be treated as carts unladen and tolled on accordingly.

12. Carriages, carts and animals possessed by a person compounding for a sum to be paid under para 64 of the Local Boards Rules of the 9th September 1903, are exempted from the payment of tolls (*vide* Government Order No. 1360-8—L. B. 393-06-2, dated 10th August 1907).

13. Government servants travelling on duty who are certified by their respective immediate superiors as being not entitled to travelling allowances are exempted from the payment of tolls (*vide* Government Notification No. J. 1683—Legis. 10-07-4, dated 30th November 1907).

14. No toll shall be paid for the passage of troops or military stores or equipages or of police officers on duty or of any person or property in their custody or of any property *bona fide* belonging to Government as established, where proof is required by the production of a pass or certificate from an officer of the department to which the property belongs, authorised by the Deputy Commissioner or by Government to grant such certificates or passes, which pass or certificate shall be delivered

at the last toll-gate passed beore the cart, a carriage or animal conveying such property reaches the destination noted in such pass or certificate (*vide* Government Proceedings No. 8776-816—L. B. 78-08-16, dated 21st May 1912). Under Government Notification No. R. 9243-59—L. R. 579-14-4, dated 24th April 1915, the Hon'ble the Resident in Mysore, is exempted from payment of tolls. No toll shall be levied for the passage of carriages, carts, animals, etc., belonging to His Highness the Maharaja or His Highness the Yuvarája.

15. Only one toll shall be levied at the toll-gate on any cart, etc., passing along the toll-gate within a period of twenty-four hours, *i.e.*, from sunrise to sunrise.

16. No toll shall be levied for the passage of carriages, carts or animals (*a*) belonging to Local Boards, (*b*) conveying District Fund servants on duty or property in the custody of such servants, (*c*) licensed by the District Board during the period for which they have been licensed, and (*d*) engaged by the Postal Department to convey mails (*vide* section 65 of Local Boards Regulations).

17. A table of authorised tolls shall be legibly written in English and Kanarese and shall be put up in a conspicuous place near the toll-gate.

18. The contractor shall execute a stamped mutchalika for the due fulfilment of the contract, subject to the conditions specified above.

19. Any breach of the above rules on the part of the contractor or his servants will render the contract liable to concellation and deficit in the resale will be recovered from him.

20. Interest at the rates in force will be charged on all the belated payments from the date on which they fall due.

SCHEDULE A.

| *Traffic.* | *Sales.* Rs. a. p. |
|---|---|
| On every motor car | 1 0 0 |
| Four-wheeled carriage with passengers | 0 12 0 |
| Do without passengers | 0 6 0 |
| Two-wheeled carriage with passengers | 0 8 0 |
| Do without passengers | 0 4 0 |
| Carts, laden | 0 4 0 |
| Do unladen | 0 2 0 |
| Elephants | 1 0 0 |
| Camels, laden | 0 4 0 |
| Do unladen | 0 2 0 |
| Horses with rider | 0 1 6 |
| Do without rider | 0 0 9 |
| Ponies with rider | 0 1 6 |
| Do without rider | 0 0 9 |
| Bullocks, laden | 0 1 0 |
| Do unladen | 0 0 6 |
| Asses, laden | 0 0 6 |
| Do unladen | 0 0 3 |
| Palanquins with two bearers | 0 2 0 |
| Do with more than two bearers | 0 4 0 |
| Sheep, goat or pig | 0 0 1 |

*Notification dated 11th June 1937.*

It is hereby notified for general information that the right of grazing in the undermentioned Plantations of the Division, during the grazing season of the year 1937-38 will be sold by public auction on the dates and at the places specified against the plantations at 2 P.M. on each sale date.

| No. | Name of Taluk | Name of Plantation | Date of sale | Place of sale | Name of sale conducting officer |
|---|---|---|---|---|---|
| 1 | Shimoga Taluk | Nagarbhavi .. | 7th July 1937 .. | Ayanur T. B. .. | Range Officer, Ayanur. |
| | | Revenue plantation, Shimoga. | 8th July 1937 .. | Sandal Koti, Shimoga | Range Officer, Sandal Koti, Shimoga. |
| | | Alakola .. | Do .. | Do .. | Do |
| | | Premises of Sandal Koti, Shimoga. | Do .. | Do .. | Do |
| | | Anapinakatte .. | 5th July 1937 | Anapinakatte .. | Range Officer, Shankar. Range. |

2. The successful bidder will be required to deposit twenty-five per cent of the purchase money soon after the sale is closed and to pay up the balance together with the Local cess at one

anna per rupee, Education cess at six pies per rupee and Railway cess at three pies per rupee on the whole amount within seven days from the date of confirmation of the sale, failing which the deposit shall be forfeited to Government and the right resold at the risk of the first purchaser, who shall not however participate in any gain but will make good any loss that may be sustained by Government by such resale, the deficit being recoverable as a revenue demand under Section 79 of the Mysore Forest Regulation. License to begin collection will be issued immediately after the confirmation of the sale and on the full payment of the sale amount together with the cesses thereon.

3. The purchaser shall not sub-let the harvesting without previous sanction of the District Forest Officer. When such sanction is accorded, the sub-lessee will be bound by all the terms and conditions of the sale jointly and severally with the original purchaser. The purchaser shall furnish a list of men allowed to enter the plantations, etc., to cut and remove grass and shall hold himself responsible for breach of any of the Forest Rules and for the occurrence of fire in the Plantations, etc., either on his part or on the part of his men, which will be dealt with under the provisions of the Mysore Forest Regulation. He shall deposit a sum equivalent to 10 per cent of the purchase money as security deposit for the due fulfilment of the lease and shall execute an agreement for that purpose.

4. The purchaser shall not scrape or dig the grass in the plantations, but shall only cut and remove it.

5. The grass crop in the plantations will be allowed to be only cut and removed between sunrise and sunset up to the end of the period stipulated.

6. The purchaser shall not interfere with any forest operation such as planting, sowing and felling that the Forest Department may wish to conduct in the leased area. Should any damage be caused by such operations to the grass crop, he shall not be entitled to any compensation.

7. In the event of a breach of any of the conditions specified in the sale notice or agreement, the lease is liable to be cancelled, all the produce collected confiscated and a penalty not exceeding Rs. 25 levied and recovered as an arrear of land revenue by the District Forest Officer and the security deposit or part thereof forfeited.

8. Interest at the rates in force will be charged on all belated payments from the date of the amount falling due.

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*Notification dated the 11th June 1937.*

It is hereby notified for general information that the right of collecting grazing fees on cattle passing through Agumbe Toll-gate, Sacrebyle, Shankar and Hanagere State Forests, during 1937-38 will be sold by public auction on the dates and places noted below, subject to the following conditions:—

| | Place of sale | Date of sale | Sale conducting officer |
|---|---|---|---|
| 1. | Agumbe Travellers' Bungalow .. | 2nd July 1937 at 2 P.M. .. | District Forest Officer, Shimoga or any other Officer deputed by him. |
| 2. | Sacrebyle Range Office .. | 3rd do do .. | Range Officer, Sacrebyle. |
| 3. | Anapinakatte Range Office .. | 5th do do .. | Do Shankar. |
| 4. | Sirigere do .. | 6th do do .. | Do Hanagere. |

1. Each bidder should deposit Rs. 10 as earnest money with the sale conducting officer before he is permitted to bid and this deposit will, in the case of unsuccessful bidders, be returned to them at the conclusion of the sale.

2. The highest bidder should pay one-fourth of the sale purchase money at the close of the sale, less the initial deposit together with Local, Railway and Education cesses at one anna, three pies and six pies per rupee respectively, on the entire sale amount; failing which the right will be resold forthwith at his risk forfeiting the amount already deposited.

3. The balance of the sale amount should be paid within ten days from the date of receipt of the intimation of the confirmation of the sale, failing which the right will be resold at the risk of the original purchaser, who shall not participate in any profit that may accrue. The deficit, if any, shall be recovered from him as a revenue demand.

4. The District Forest Officer reserves to himself the power to accept or reject the highest or any other bid without assigning any reason for the same.

5. The right-holder shall collect the grazing fees at the sanctioned rates, as noted below, for every head of cattle that passes at the Agumbe Toll-gate and Sacrebyle, Shankar and Hanagere State Forests.

(*i*) Buffaloes 1 anna per head.
(*ii*) Cows and Bullocks 6 pies per head.
(*iii*) Horse 1 anna per head.
(*iv*) Sheep 3 pies per head.

*N.B.*—Calves six months and under are exempt from fee.

6. The right-holder should make his own arrangements to get these tickets of one anna, si pies and three pies face value printed as per sample form noted below, and stock sufficient supply these tickets ready at both the stations. He should further make his own arrangements for an temporary sheds that may be required for the use of his men.

7. The right-holder shall, by himself or his Agent, not levy, under any circumstances, rate other than those stipulated already. Any irregularity or complaint coming to notice shall rend him liable to criminal prosecution, besides forfeiting his contract forthwith.

8. It will be the bounden duty of all cattle owners who move their cattle through the abo tollgate and Forests to obtain tickets before allowing their cattle to pass through, failing whic they will be liable to criminal prosecution under the Forest Regulation or any other law in forc

*N.B.*—Public servants moving on duty are exempt from this levy.

9. The right-holder shall be bound to render satisfactory accounts to the Range Forest Officer Agumbe, Sacrebyle, Shankar and Hanagere, and to present his books and tickets for examinatio by any Government Officer whenever he is called upon to do so.

10. The right-holder shall execute a bond within 15 days from the date of intimation of th confirmation of the sale on a duly stamped paper to abide by the foregoing conditions, and depos Rs. 50 in the Government Savings Bank as security.

11. The District Forest Officer reserves the right of forfeiting the security amount either i whole or in part for the breach of any of the foregoing conditions and his decision will be final.

*Form of Ticket.*

| | |
|---|---|
| 1936-37. | |
| Buffalo | One anna. |
| Date ..... | |
| Station. | *Contractor.* |

| | |
|---|---|
| 1936-37. | |
| Cow or Bullock | Six pies. |
| Date ..... | |
| Station. | *Contractor.* |

| | |
|---|---|
| 1936-37. | |
| Horse | One anna. |
| Date ..... | |
| Station. | *Contractor.* |

| | |
|---|---|
| 1936-37. | |
| Sheep | Three pies. |
| Date ..... | |
| Station | *Contractor.* |

P. KRISHNASWAMI RAO,
*District Forest Officer.*

## SAGAR FOREST DIVISION.

*Abstract Notification dated 25th May 1937.*

The attention of the public is invited to the detailed notification calling for tenders for carti of prepared sandalwood from Sagar Koti to Railway Station, Anandapuram and loading the sa in wagon during 1937-38, of the Division, published on pages 852-853, Part VI of the *Mysore Gaze* dated 3rd June 1937.

The last date for receiving tender is 19th July 1937.

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*Abstract Notification dated 31st May 1937.*

The attention of the public is invited to the detailed Notification of date relating to the Auctio sale of timber in Shiralkoppa Depot on 22nd June 1937, published on pages 898-899, Part VI of th *Mysore Gazette*, dated 10th June 1937.

*Notification dated 7th June 1937.*

SALE OF TIMBER.

It is notified for the general information that the undermentioned kinds and quantities of timber will be sold by public auction under the following conditions at the following depots on the dates noted against the same:—

| Name of Depot | Date of sale | Teak logs | Beete | Honne | Nandi | Hebbalsu | Teak (sawn) | Kalsu | Other kinds | Remarks |
|---|---|---|---|---|---|---|---|---|---|---|
| Anandapuram | 25-6-37 | .. | .. | .. | 500 | .. | .. | .. | 2,500 | The sale will be conducted by the District Forest Officer, Sagar Division, or any other officer deputed by him. The sale will commence at 3 P.M. on each date and if the sale is not closed on the sale date, the same will be continued the next day. |

*N.B.*—Quantities noted are only approximate.

*Conditions.*

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale. But defaulters to the department will not be allowed to bid at the sales.

In the case of purchasers of timber not exceeding Rs. 200 in value, this deposit will not be insisted upon, provided that the full purchase money is paid in cash on the spot.

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.

3. The highest bidder shall ordinarily be the purchaser, but the officer conducting the sale can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. The sale is subject to the confirmation of the Conservator of Forests, if the amount exceeds Rs. 1,000 and to that of the District Forest Officer in other cases.

5. After conclusion of the sale, each purchaser shall pay 10 per cent of the amount in cash to the officer conducting the sale and obtain in return from him a receipt vouching for the payment of the one-tenth value as well as the initial deposit of Rs. 200. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such resale. The amount due by such defaulter on account of loss from resale shall be recovered from him as a revenue demand under Section 79 of the Mysore Forest Regulation. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.

6. The deposits tendered by the unsuccessful bidders shall be returned immediately after the sales are concluded, those of the successful bidders being lodged in the Savings Bank as security deposit.

7. The full value of all timber purchased shall be paid for within 30 days after the date of sale or within 15 days after the date of notice of confirmation of the sale, whichever is later. The moneys shall be paid into such treasury as the District Forest Officer may direct, within the time specified.

8. If the amount is not fully paid for by the purchaser before the dates fixed above, the initial deposit as well as the other moneys already paid in shall be forfeited to Government and all or any portion of the timber not fully paid for shall be resold at the risk of the purchaser in the manner prescribed for default of payment of one-tenth value in clause 5 *supra*.

9. No timber lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale, including the 10 per cent deposit paid for the lot at the time of the sale; and no timber shall be removed from the depot unless a permit is obtained from the Forest Officer in charge of the depot. The earnest money will not be adjusted towards the value of timber until 90 per cent of the purchase money over and above the security deposit has been paid.

10. Timber purchased should be removed as early as possible, and in no case should it be allowed to remain longer than 90 days after 15th May 1938. Timber not removed after purchase will remain in the depot at the risk of the purchaser from the date of the confirmation of the sale.

11. If the timber is not removed within the time allowed, the same may, after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

12. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale, for the breach of any of which by the purchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so forfeited shall be immediately made good by the purchaser so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased has been paid for and the timber fully removed.

13. Interest will be charged on all belated payments at 6¼ per cent per annum from the date of their falling due up to the date of payment.

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*Notification dated the 8th June 1937.*

It is hereby notified for general information that the right of collecting daily grazing fees from the owners of draught and other cattle that pass between British and Mysore Territories at the following places at the rates specified in the Schedule "A" from 1st July 1937 or the date of confirmation, whichever is later, to 30th June 1938, will be sold by public auction on the dates and places noted below by the respective officers, subject to the confirmation of the District Forest Officer, Sagar, or the Conservator of Forests, as the case may be, and subject to the following conditions:—

| Place of collection | Date of sale | Place of sale | Officer conducting the sale | Remarks |
|---|---|---|---|---|
| 1. Near Huliginkoppa Toll-gate on Shiralkoppa-Hirekerur Road.<br>2. Near Gondi Toll-gate or Anavatti. | 29th June 1937 .. | Shiralkoppa T.B. at 3 P.M. | Forest Sub-Division Officer, Shikarpur. | |
| 3. Near Badadabyle Toll-gate on Sorab-Siddapur Road. | 28th June 1937 .. | Sorab Range Office at 3 P.M. | Range Forest Officer, Sorab. | |
| 4. Near Balur on Shikarpur-Honnali Road. | 26th June 1937 .. | Shikarpur Sub-Division Office, at 3 P.M. | Forest Sub-Division Officer. | |
| 5. Near Hulikal .. | 29th June 1937 .. | Nagar T.B. at 3 P.M. | Range Forest Officer, Nagar Range. | |
| 6. Near Talguppa Toll-gate<br>7. Near Nagavally Toll-gate .. | 28th June 1937 .. | Sagar Sandal Koti at 3 P.M. | Range Forest Officer, Sagar Range. | |
| 8. Near Benhatti-Kollur ghat Road. | 28th June 1937 .. | Do do | Do do | |
| 9. Gudinerlu Toll-gate .. | 29th June 1937 .. | Nagar T.B. at 3 P.M. | Range Forest Officer, Nagar Range. | |
| 10. Hinni Toll-gate .. | 28th June 1937 .. | Sagar Sandal Koti, at 3 P.M. | Range Forest Officer, Sagar Range. | |

*Conditions.*

1. Each bidder should deposit a sum of Rs. 10 (Rupees ten) as earnest money with the sale-conducting officer before he is permitted to bid, which in the case of unsuccessful bidders will be returned to them after the close of the sale.

2. The highest bidder should pay one-fourth of the sale purchase money at the close of the sale less the initial deposit amount together with the local, education and railway cesses at Re. 0-1-0, Re. 0-0-6 and Re. 0-0-3, respectively, on the full sale amount, and the balance, three-fourths amount, in three equal instalments on the following dates:—(i) 30th September 1937, (ii) 31st December 1937, (iii) 31st March 1938, failing which the right will be resold forthwith at his risk forfeiting the amount already deposited. The original bidder will not be entitled for any surplus amount in the resale but is liable to pay any loss which will be recovered as an arrear of land revenue.

3. Within 30 days from the date of sale or seven days from the date of intimation of the confirmation of the sale, whichever is later, the contractor should furnish a security deposit of Rs. 25 for each unit and execute a mutchalika on a stamped paper of proper value procured at his own cost, failing which the right will be resold at his risk forfeiting all the amounts paid by him so far. He is not entitled to any profit that may accrue in the resale but if there is any deficit, it will be recovered from him as a revenue demand.

4. The sale-conducting officer reserves to himself the power to accept or reject the highest or any other bid without assigning any reason for the same.

5. The right holder should make his own arrangements to get the tickets with the face value of one anna, six pies and three pies printed in books of 100 pages each at his own cost in the form noted in Schedule "B" and get them stamped with the seal of the District Forest Office and stock sufficient supply at the place of collection. He should also return all the used up books with him with his accounts every month to the District Forest Office. He should make his own arrangements for any temporary sheds that may be required for the use of his men or for collection purposes.

6. The right holder shall, by himself or his agent, not levy under any circumstances rates other than those referred to in the Schedule "A." Any irregularity or complaint coming to notice in [illegible] liable to criminal prosecution, besides forfeiting his contract forth-

7. It will be the bounden duty of all owners of cattle that pass between the British and Mysore Territories to pay the fees at the prescribed rates and obtain tickets which will be affixed on the horns of cattle, if there are any, before allowing them to pass through, failing which, they will be liable to criminal prosecution under the Forest Regulation or any other law in force.

(*a*) That no daily grazing fee shall be levied on carts going to forests for collecting and removing forest produce on licenses or on carts employed departmentally for transport of forest produce or cattle resorting to forests for grazing under cover of prepaid licenses.

(*b*) That all Government animals will be allowed free.

*Other conditions to be entered in the Agreement.*

1. The contractor shall not dispose of or sublet such right or any part thereof without the written permission of the District Forest Officer, Sagar (Shimoga District).

2. In case of any question arising with regard to or any objection being taken by any person to the contractor's rights to collect the daily grazing fees in any of the places, the District Forest Officer may, if whenever such question arises, serve the contractor with a written notice prohibiting his collection and on the service of any such notice, the orders and directions therein contained shall, until the same are cancelled by the District Forest Officer, be taken as part of the conditions of this contract, and notwithstanding anything herein contained to the contrary shall be observed and performed by the contractor.

3. The contractor shall have no claim for compensation for any loss he may incur by carrying out the provisions of any such notice.

4. The collection shall be effected only under such system and form of printed permit as may be approved of or ordered from time to time by the District Forest Officer, and any violation shall render this contract liable to be cancelled by the District Forest Officer.

5. No person shall be considered as duly accredited as agent of the contractor for the purpose of this contract, unless he is approved of by the District Forest Officer and is provided by the contractor with a power of attorney and until a copy of such power of attorney is deposited with the District Forest Officer or such other Forest Officer as may be authorised by him in his behalf. The name, residence and a specimen of the signature of the agent who is authorised by the contractor for the collection shall be communicated to the District Forest Officer.

6. The contractor shall be responsible for the acts of himself, his agents and all persons authorised by either of them to collect.

7. The contractor shall not engage or employ any coolies or cartmen employed by the Department for extracting forest produce by Departmental Agency for any work under this contract without permission from the Forest Range Officer.

8. If any fire occurs in the Forest Area to which this contract applies, the contractor, his agents and all persons authorised by him to collect shall render every assistance and use their best endeavours to extinguish the fire and every such person shall, in all cases, give immediate notice of the occurrence of the fire to the nearest Forest, Revenue or Police Officer.

9. The contractor shall keep correct accounts of the collections in the form prescribed from time to time by the District Forest Officer and shall submit to the District Forest Officer every month a copy of such account. The contractor shall permit the inspection, at all reasonable times, of his account by the District Forest Officer or any other officer deputed by him.

10. Interest at 6¼ per cent per annum shall be paid by the contractor on all payments paid after the due date with permission.

11. Any money due by the contractor under the terms of this contract shall, under Section 79 of the Mysore Forest Regulation (No. XI of 1900) or any other law for the time being in force, be recoverable as if it were an arrear of land revenue.

12. The sum of Rs. 25 deposited by the contractor together with the interest accruing thereon is a security deposited for the due fulfilment of all and every one of the conditions of this contract, for breach of any of which by the contractor the District Forest Officer shall be entitled to forfeit the deposit in whole or in part either during or after expiry of the contract and in the event of any such forfeiture pending the continuance of the contract, the sum so forfeited shall be immediately made good by the contractor who will not be allowed to continue his work under this contract, until such deposit has been brought up to the full amount originally deposited.

13. The security deposit or the balance thereof after any deductions have been made under any of the above conditions shall be returnable to the contractor by an order in writing by the District Forest Officer, releasing the contractor from all liability under this contract.

14. The contractor shall at all times comply with the provisions of the Mysore Forest Regulation (XI of 1900) and any statutory modification thereof and all rules, from time to time, in force thereunder, and the provisions of this contract shall be taken in all respects as subject to such regulation and rules or other law for the time being in force.

15. In the event of any breach by the contractor or his agents of any of the above conditions, the District Forest Officer shall have the right besides enforcing forfeiture of security deposit to cancel this contract by written notice and in such case, at the option of the District [illegible] the right may be resold or be [illegible]

and shall make good to Government any loss which the Government may incur on such resale or departmental working, as the case may be, but shall have no claim to any surplus which the Government may realise thereby.

16. In case of any dispute arising between the District Forest Officer and the contractor as to any matter arising under this contract, such dispute shall be referred to the Conservator of Forests, whose decision thereon shall be final.

SCHEDULE "A."

*Rates at which the daily grazing fees have to be levied.*

| | Rs. | a. | p. | |
|---|---|---|---|---|
| Cows and Oxen .. | 0 | 0 | 6 | (six pies) per head. |
| Buffaloes, horses and asses .. | 0 | 1 | 0 | (one anna) per head. |
| Sheep and Goats .. | 0 | 0 | 3 | (three pies) per head. |

SCHEDULE "B."

*Form of Ticket Books.*

| (1) *Counterfoil.* | | | *Original.* | | |
|---|---|---|---|---|---|
| Book No. | 1937-38 | Page No. | Book No. | 1937-38 | Page No. |
| Buffalo | | One anna | Buffalo | | One anna. |
| Date..... | | | Date..... | | |
| Place of collection..... | | Contractor. | Place of collection..... | | Contractor. |

| (2) *Counterfoil.* | | | *Original.* | | |
|---|---|---|---|---|---|
| Book No. | 1937-38 | Page No. | Book No. | 1937-38 | Page No. |
| Cows and Oxen | | Six pies | Cows and Oxen .. | | Six pies. |
| Date..... | | | Date..... | | |
| Place of collection..... | | Contractor. | Place of collection..... | | Contractor. |

| (3) *Counterfoil.* | | | *Original.* | | |
|---|---|---|---|---|---|
| Book No. | 1937-38 | Page No. | Book No. | 1937-38 | Page No. |
| Sheep or Goats | | Three pies | Sheep or Goats .. | | Three pies. |
| Date..... | | | Date..... | | |
| Place of collection..... | | Contractor. | Place of collection..... | | Contractor. |

*Notification dated the 8th June 1937.*

It is hereby notified for general information that the exclusive right of collecting Thupra leaves on all Government Unoccupied Lands, Amrit Mahal Kavals, State Forests, Reserved Lands and Plantations from the date of confirmation of the sale up to end of June 1940, (three years) will be sold Talukwar by public auction at the places noted below.

| Name of Taluk | Place of sale | Date of sale | Officer conducting the sale | Remarks |
|---|---|---|---|---|
| 1. Sagar Taluk .. | Sagar Sandal Koti, Sagar. | 28th June 1937 | Range Forest Officer, Sagar Range. | |
| 2. Nagar Taluk .. | Range Office, Hosanagar. | 26th June 1937 | Range Forest Officer, Hosanagar Range. | |
| 3. Sorab Taluk .. | Sub-Division Office, Shikarpur. | Do .. | Forest Sub-Division Officer, Shikarpur. | |
| 4. Shikarpur .. | Do .. | Do .. | Do | |

*N.B.*—The successful bidder of Hosanagar Taluk will have the right of removing the produce in portions comprised in Ripponpet Range only.

*N.B.*—(*a*) Government have reserved their power of issuing individual licenses for *bona fide* local consumers.

(*b*) Excludes the Produce of Inam, Jodi, Kayamgutta, Sarvamanya and other lands which are in the occupancy of private individuals as well as Village Forests.

1. The auction sale will commence at 3 P.M. and if it is not concluded on the same day, will be continued on the next following day.

2. Defaulters on account of previous lease will not be permitted to bid.

3. No person will be allowed to bid unless he has deposited with the officer conducting the sale, a sum of Rs. 50. The deposits of unsuccessful bidders will be returned immediately after the sale.

4. The exclusive right of collecting and removing the produce above described will be disposed of to the highest bidder subject to the confirmation of the District Forest Officer or the Conservator of Forests, as the case may be, who, at his discretion, may accept or reject the highest or any other bid without assigning any reason therefor.

5. The successful bidder shall, at the close of the sale, credit into the Taluk or District Treasury one-fourth of the sale amount (exclusive of the deposit amount already paid) together with Local Cess at one anna per rupee, Railway Cess at three pies per rupee and Education Cess at six pies per rupee on the entire sale amount. In default of payment, the deposit already paid will be forfeited and the right resold. Such resale will be at the risk of the defaulting purchaser, who will be liable to make good any loss that may result to Government by such resale, but will not participate in any profit accruing therefrom.

*N.B.*—If the deficit be not paid, it will be recovered as arrears of land revenue.

6. If the sale is not confirmed, the amount paid will be refunded.

7. The accepted bidder shall pay another one-fourth of the sale amount within fifteen days of the intimation of the confirmation of the sale and execute an agreement binding himself to pay the balance of the sale amount before the 15th September 1937, and binding himself to observe the conditions mentioned hereunder. In default, the acceptance of the bid will be revoked, the money already paid forfeited and the right resold.

Further conditions to be entered in the agreement are:—

(*a*) The lessee shall hold himself responsible for the cutting or injuring of any other trees on the plea of collecting the produce. The lessee shall be held personally responsible for the acts of his agents or servants.

(*b*) The lessee shall furnish a list of sub-contractors, agents or servants who may be appointed by him for the collection of produce.

(*c*) The lessee shall work out the lease himself and not transfer or sublet it to others without the previous sanction of the District Forest Officer.

(*d*) The lessee, his agents or servants shall render all possible help in preventing the occurrence of fires in forest in which he or they may be working and render prompt assistance in extinguishing such fires, as may break out accidentally.

(*e*) The lessee shall remove out of the limits of the Forests all produce collected under the terms of the lease before the 30th June 1940.

(*f*) Neither the lessee nor his servants shall enter the State Forests either before sunrise or after sunset.

8. In the event of the breach of any of the above conditions, the lease will be liable to be cancelled, and the lessee fined to the extent of Rs. 25 which will be recovered as an arrear of land revenue.

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*Notification dated 8th June* 1937.

It is hereby notified for general information that the exclusive right of collecting the Cinnamon leaves for distilling oil in all Government unoccupied lands, Amrit Mahal Kavals, State Forests, Reserved Lands and Plantations in the following Ranges for 3 years, during the years 1937-40, will be sold by public auction by the District Forest Officer or any other officer deputed by him for the purpose.

Particulars of the sales of the cinnamon leaves for 1937-40.

| Name of Range | Place of sale | Date of sale | Officer conducting the sale | Remarks |
|---|---|---|---|---|
| 1. Sagar Range .. | District Forest Office, Sagar. | 30th June 1937 | District Forest Officer, Sagar. | |
| 2. Sorab Range .. | Do | Do .. | Do | |
| 3. Nagar Range .. | Do | Do .. | Do | |

*N.B.*—The Sales will commence at 3 P.M.

Defaulters on account of previous leases will not be permitted to bid.

1. Each bidder, before he is permitted to bid, should furnish to the sale conducting officer a solvency certificate from the Amildar of the Taluk in the form prescribed by Government in regard to his solvency and its extent and deposit a sum of Rs. 50 as earnest money with the sale conducting officer; the deposit will be returned to him at the close of the sale if his bid is not accepted. The person whose bid is accepted shall, immediately after the close of the sale, pay 25 per cent of the bid amount including the deposit already paid together with the Local cess at one anna, Educational cess at six pies and Railway cess at three pies per rupee on the entire sale amount, failing which the right will be resold at the risk of the defaulting bidder. He will be liable for the loss, if any, that may result by such resale which will be recoverable from him as arrears of Land Revenue, but he shall not participate in any gain.

2. Power is reserved to the District Forest Officer or such other officer conducting the sale as may be deputed by the former to accept or reject any bid without assigning any reason therefore.

3. Within a week from the date of intimation of the confirmation of the sale, the person whose bid is accepted shall deposit a sum of Rs. 50 (fifty) or one-fourth the sale amount, whichever is less, as security deposit towards the due fulfilment of the contract. This will be in the shape of Savings Bank Deposit pledged to the District Forest Officer. He shall also pay the remaining 75 per cent of the contract amount due by him and shall execute an agreement on a stamped paper of proper value (procured at his cost) accepting the above terms and those specified below, failing which, the amount already paid will be forfeited to Government and the right resold at his risk as noted in para (1) *supra*. The security deposit or the balance thereof as may remain over shall be repayable to the contractor on his producing proof, relieving him of any liability under the contract.

4. The following are the further conditions to which the contractor should bind himself:—

(*a*) That he shall not sublet the contract to anybody except with the written sanction of the District Forest Officer.

(*b*) That he shall abide by the rules of the Department as regards the kindling of fires and shall hold himself responsible for any forest offence committed by his agents, employees or workmen.

(*c*) That no operations shall take place in the forest after sunset or before sunrise.

(*d*) That the removal of the leaves is done by hand and not by bill-hooks.

(*e*) That not more than five stills are opened in each of the blocks comprised in the Range.

(*f*) That the site of the still first opened with the previous permission of the Range Officer is not changed to any other place during the working season.

(*g*) That no damage will be caused to the trees while collecting the leaves. Any such damage will be assessed by the Range Officer subject to the approval of the District Forest Officer. The District Forest Officer's decision in the assessment of damages will be final and the assessed damages will be recovered from the security deposit of the contractor.

(*h*) That the required quantity of fuel is cut and removed on prepaid licenses only from the plot selected and marked by the Range Officer.

(*i*) That for breach of any or all of the conditions of the contract by the contractor or his agents, employees or workmen the contract shall be null and void at the option of the District Forest Officer and that the latter may, after issuing to the contractor a notice of cancellation of contract, enforce forfeiture of all or any part of deposit and resell the right or work it departmentally at the risk of the contractor as in clause (1) *supra*. If the deposit or part thereof is so forfeited, it shall be immediately made good by the contractor.

*Note.*—Interest at 6¼ per cent per annum will be levied on all arrears of amounts which are permitted to be paid after the due date.

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*Notification dated 8th June 1937.*

It is hereby notified for general information that the right of collecting and removing the canes in the undermentioned State Forests of Sagar Division from the date of confirmation of sale to the end of June 1938, will be sold by public auction on the dates and at the places noted against each, subject to the exercise of rights of the villagers, without prejudice to the right of the Department to make collection when necessary.

| Range | Name of Forests | Place of sale | Date of sale | Remarks. Sale conducting officer |
|---|---|---|---|---|
| 1. Sagar .. | Whole Range, State Forests. | Sandal Koti, Sagar. | 28th June 1937, 3 P.M. | Range Forest Officer, Sagar Range. |
| 2. Nagar .. | Whole Range, State Forests. | Hosanagar Range Office. | 26th June 1937, 3 P.M. | Range Forest Officer, Hosanagar Range. |

1. Each bidder shall deposit Rs. 25, as earnest money with the sale conducting officer before he is permitted to bid and this will be returned in the case of unsuccessful bidders at the conclusion of the sale.

2. The successful bidder shall immediately after the sale pay one-fourth of the sale amount together with local cess at one anna per rupee, railway cess at three pies per rupee and education cess at six pies per rupee on the entire amount of sale. In default, the deposit will be forfeited and the right resold at the risk of the defaulting purchaser who will be liable to make good any loss that may result but will not participate in any profit accruing therefrom. The deficit if not paid will be recoverable as an arrear of land revenue.

3. The sale is subject to confirmation by the District Forest Officer or the Conservator of Forests as the case may be.

4. Within 15 days of the intimation of the confirmation of the sale, the successful bidder shall pay the balance of the lease amount in full and enter into an agreement on a duly stamped paper of proper value obtained at his own cost, binding himself to the conditions specified hereunder. In addition, he shall deposit a sum of Rs. 50 or one-fourth of the lease amount, whichever is less, as security for the fulfilment of the conditions of the contract.

*Conditions.*

(1) Canes should be extracted without injuring the roots of the clump. Tender ones should on no account be extracted.

(2) At least three shoots in a clump should be left untouched.

(3) The lessee or his agents or servants shall not injure any tree or other forest produce while collecting canes.

(4) The lessee shall be held personally responsible for any damaging acts of his agents or servants during the collection of canes.

(5) The lessee shall not sublet the contract without the written permission of the District Forest Officer.

(6) Coolies employed by the lessee must take permits from the Range Officers concerned when they enter Forests for collection.

(7) The produce should be removed from the limits of the Forests by the end of June 1938, under cover of passports issued by the Range Officers. Any produce left over in the Forests at the end of the period, will be the property of Government and the lessee will have no right over the same.

(8) The lessee shall be held personally responsible for the occurrence of fire in the Forest if there is sufficient ground for the department to think that it has been caused by his negligence or by the act of his employees.

(9) The lessee shall keep and render accounts every month to the District Forest Officer of the produce collected and removed by him during the month. His accounts will be liable for the inspection of the Conservator of Forests or the District Forest Officer or any other officer deputed by them.

In the event of the breach of any of the above conditions, the lease is liable to be cancelled and the lessee fined to the extent of Rs. 50 at the discretion of the District Forest Officer in addition to forfeiture of the security deposit amount.

Interest will be charged on all belated payments at 6¼ per cent per annum.

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*Notification dated 11th June 1937.*

SALE OF TIMBER.

It is notified for the general information that the undermentioned kinds and quantities of timber lying in the following coupes of Sagar Range will be sold by public auction under the following conditions at the District Forest Office, Sagar, on the 26th June 1937 :—

| Name of Forest or Coupe | Teak | Honne | Nandi | Jambe | Matti | Hebbalasu | Surahonne | Other kinds | Remarks |
|---|---|---|---|---|---|---|---|---|---|
| | C.ft. | C.ft. | C.ft. | C.ft. | C.ft. | C.ft. | C.ft. | C.ft. | |
| 1. Kargal State Forest Coupe, 29-30 | .. | .. | .. | .. | .. | .. | 417 | .. | The sales will be conducted by the District Forest Officer, Sagar Division, or any other officer deputed by him. The sale will commence at 3 P.M. on each date and if the sale is not closed on the sale date, the same will be continued the next day. |
| 2. Do do 33-34 | .. | .. | .. | .. | .. | .. | 20 | .. | |
| 3. Jog State Forest Coupe of 29-30 | .. | .. | .. | .. | .. | .. | 3,279 | .. | |
| 4. Do do 32-33 | .. | .. | .. | .. | .. | .. | 57 | 170 | |
| 5. Do do 33-34 | .. | .. | .. | .. | .. | .. | 237 | .. | |
| 6. Bilisiri District Forest Coupe, 33-34 | .. | .. | .. | .. | .. | .. | .. | 39 | |
| 7. Do do 36-37 | .. | .. | .. | .. | .. | .. | .. | 719 | |
| 8. Dobbaragudda District Forest Coupe, 31-32 | .. | .. | .. | .. | 117 | .. | .. | .. | |
| 9. Do do 35-36 | .. | 14 | 31 | .. | .. | .. | .. | 181 | |
| 10. Honnekoppa District Forest Coupe, 34-35 | .. | .. | .. | .. | 60 | .. | .. | 49 | |
| 11. Bilagodi Coupe, 35-36 | .. | 43 | 17 | 27 | .. | .. | .. | .. | |

| Name of Forest or Coupe | Teak | Honne | Nandi | Jambe | Matti | Hebbalasu | Surahonne | Other kinds | Remarks |
|---|---|---|---|---|---|---|---|---|---|
| 12. Bilalgudda District Forest Coupe 35-36 .. | .. | .. | 324 | .. | .. | 652 | .. | 675 | |
| 13. Hebbyle District Forest Coupe of 35-36 .. .. | 2 | .. | .. | .. | .. | .. | .. | .. | |
| 14. Nanjavalli District Forest Coupe, 35-36 .. | .. | .. | .. | .. | 40 | .. | .. | .. | |
| 15. Do do 36-37 | .. | .. | 14 | .. | .. | .. | .. | .. | |
| 16. Kachagibyle District Forest Coupe, 36-37 .. .. | .. | .. | 823 | .. | .. | .. | .. | 149 | |
| 17. Hosagunda District Forest Coupe, 36-37 .. .. | .. | .. | 43 | .. | .. | .. | .. | 23 | |
| 18. Mattikoppa (Unclaimed timber) .. | .. | 70 | .. | .. | 32-6" | .. | .. | .. | |
| 19. Kalkoppa State Forest Coupe, 35-36 .. | .. | .. | 24 | .. | .. | .. | .. | .. | |
| 20. Balegundi .. .. | 18 | .. | .. | .. | .. | .. | .. | 62 | |
| 21. Kalaikan (Unclaimed timber) .. | .. | .. | .. | .. | .. | 5'-2" | .. | .. | |
| 22. Hakkaro District Forest Coupe, 35-36 .. | .. | .. | .. | .. | .. | .. | .. | 461 | |
| 23. Kalmane Village S. No. 57 .. | .. | 28 | .. | .. | .. | .. | .. | .. | |
| 24. Chandemane Jungle .. .. | .. | .. | .. | .. | .. | 139 | 110 | .. | |
| 25. Muppani Reserve Coupe, 35-36 .. | .. | .. | 801 | .. | 175 | .. | .. | .. | |
| Grand Total .. | 20 | 155 | 2,077 | 27 | 424-6" | 796-2 | 4,120 | 2,528 | |

*N.B.*—Quantities noted are only approximate.

*Conditions.*

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale, but defaulters to the department will not be allowed to bid at the sales.

In the case of purchasers of timber not exceeding Rs. 200 in value, this deposit will not be insisted upon provided that the full purchase money is paid in cash on the spot.

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.

3. The highest bidder shall ordinarily be the purchaser, but the officer conducting the sale can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. The sale is subject to the confirmation of the Conservator of Forests, if the amount exceeds Rs. 1,000 and to that of the District Forest Officer in other cases.

5. After conclusion of the sale, each purchaser shall pay 10 per cent of the amount in cash to the officer conducting the sale and obtain in return from him a receipt vouching for the payment of the one-tenth value as well as the initial deposit of Rs. 200. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such resale. The amount due by such defaulter on account of loss from resale shall be recovered from him as a revenue demand under Section 79 of the Mysore Forest Regulation. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.

6. The deposits tendered by the unsuccessful bidders shall be returned immediately after the sales are concluded, those of successful bidders being lodged in the Savings Bank as security deposit.

7. The full value of all timber purchased shall be paid for within 30 days after the date of sale or within 15 days after the date of notice of confirmation of the sale, whichever is later. The moneys shall be paid into such treasury as the District Forest Officer may direct within the time specified.

8. If the amount is not fully paid for by the purchaser before the dates fixed above, the initial deposit as well as the other moneys already paid in shall be forfeited to Government and all or any portion of the timber not fully paid for shall be resold at the risk of the purchaser in the manner prescribed for default of payment of one-tenth value in clause 5 *supra*.

9. No timber lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale, including the 10 per cent deposit paid for the lot at the time of the sale; and no timber shall be removed from the depot unless a permit is obtained from the Forest Officer in charge of the depot. The earnest money will not be adjusted towards the value of timber until 90 per cent of the purchase money over and above the security deposit has been paid.

10. Timber not removed after purchase will remain in the depot at the risk of the purchaser from the date of the confirmation of the sale.

11. If the timber is not removed within the time allowed, the same may, after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

12. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale, for the breach of any of which by the purchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so forfeited shall be immediately made good by the purchaser so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased has been paid for and the timber fully removed.

13. Interest will be charged on all belated payments at 6¼ per cent per annum from the date of their falling due up to the date of payment.

D. NARASIMHAMOORTHY RAO,
*District Forest Officer.*

## KADUR FOREST DIVISION.

*Abstract Notification dated 25th May 1937.*

The attention of the public is invited to the detailed notification, calling for tenders for the collection and carting of rough sandlwood from Yemmedoddi Estate to Kadur Railway Station during the year 1937-38, published on page 854, Part VI of the *Mysore Gazette*, dated 3rd June 1937.

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*Notification dated 25th May 1937.*

It is hereby notified for general information that the undermentioned quantities of timber will be sold by public auction under the following conditions at the following depot by the District Forest Officer, Kadur Division at 2 P.M. on 23rd June 1937.

| Name of Depot | Honne | Teak Poles | Mathi | Remarks |
|---|---|---|---|---|
| | C.ft. | C.ft. | C.ft. | |
| Kadur Depot .. | 200 | .... | 1,500 | More or less. |

*N.B.*—Place of sale.—Kadur Timber Depot.
Date of sale.—23rd June 1937.

*Conditions.*

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale. But defaulters to the department will not be allowed to bid at the sales.

In the case of purchasers of timber in small quantities, full value thereof will be accepted if tendered on the spot, and the payment of deposit in such cases will not be insisted upon.

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.

3. The highest bidder shall ordinarily be the purchaser, but the officer conducting the sale can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. All sales of which the amount exceeds Rs. 500 in each case is subject to the confirmation of the Conservator and in other cases to that of the District Forest Officer.

5. After conclusion of the sale, each purchaser shall pay 10 per cent of the amount in cash to the officer conducting the sale and obtain in return from him a receipt, vouching for the payment of the one-tenth value as well as the initial deposit of Rs. 200. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to re-sell the timber purchased by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such re-sale. The amount due by such defaulter, on account of loss from re-sale, shall be recovered from him as a revenue demand under Section 79 of the Mysore Forest Regulation. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.

In cases of re-sales for default of payment of value, where no bidders are forthcoming, it will be open to the District Forest Officer to fix such price as may appear to him reasonable, and to proceed for the recovery from the defaulter of the balance, if any, after deducting the price so fixed from the original sale amount. A registered notice should be issued to the defaulter, intimating the price fixed by the District Forest Officer for the unsold wood, and the amount still due from him which will be recovered as arrears of land revenue.

6. The deposits tendered by the unsuccessful bidders shall be returned immediately after the sales are concluded, those of the successful bidders being lodged in the Savings Bank as security deposit.

7. The full value of all timber purchased shall be paid for within thirty days after the date of sale or within fifteen days after the date of notice of confirmation of the sale, whichever is later. In case of purchases of above Rs. 1,000 in value the purchaser shall be permitted to pay up the balance in instalments of not less than Rs. 1,000 provided the full value is paid not later than the 15th September 1937. The money shall be paid into such treasury as the District Forest Officer may direct, within the time specified.

8. If the amount is not fully paid for by the purchaser before the dates fixed above, the initial deposit as well as the other moneys already paid in shall be forfeited to Government and all or any portion of the timber not fully paid for shall be resold at the risk of the purchaser, in the manner prescribed, for default of payment of one-tenth value in clause 5 *supra*.

9. No timber lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale, excluding the 10 per cent deposit paid for the lot at the time of the sale; and no timber shall be removed from the depot unless a permit is obtained from the Forest Officer in charge of the depot. The earnest money will not be adjusted towards the value of timber until 90 per cent of the purchase money over and above the security deposit has been paid. Interest at 6¼ per cent per annum will be levied on all arrears of amount permitted to be paid after the due dates.

10. Timber purchased should be removed as early as possible, and in no case should it be allowed to remain longer than 90 days after the dates fixed in clause 7 *supra*. Timber not removed after purchase will remain in the depot at the risk of the purchaser from the date of the confirmation of the sale.

11. If the timber is not removed within the time allowed, the same may, after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

12. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale, on the breach of any of which by the purchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so forfeited shall be immediately made good by the purchaser so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased has been paid for and the timber fully removed.

M. A. MUTHANNA,
*District Forest Officer.*

## CHITALDRUG DISTRICT.

*Abstract Notification dated 26th May* 1937.

The attention of the public is invited to the detailed notification of date, published on page 855, Part VI of the *Mysore Gazette*, dated 3rd June 1937, regarding the resale of the right to cut and remove grass crop of Nerlagundi Plantation of Chitaldrug Range, up to end of June 1938, the date of sale being 18th June 1937.

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### SALE OF GRASS.

*Notification dated 9th June* 1937.

It is hereby notified for general information that the right of harvesting grass crop in the undermentioned plantations and State Forests of the Chitaldrug District up to end of June 1938, will be sold by public auction on the dates and at the places specified aganist each plantation or forest by

the District Forest Officer or the Range Forest Officer, subject to the confirmation by the Conservator of Forests, Shimoga, when the value exceeds Rs. 500.

*N.B.*—The sale will commence at 2 P.M. each day.

| Name of Taluk | Name of the Plantation or Forest | Area | Distance from Taluk Head Quarters or Railway Station | Place and date of Sale |
|---|---|---|---|---|
| | | Acres | Miles | |
| Holalkere .. | Gargakaval ... .. | .. | 5 | Holalkere on 7th July 1937. |
| | Ramanakatte Plantation .. | ... | 12 | Malebennur on 9th July 1937. |
| | Hunsekatte ,, .. | .. | 20 | Old Police Hunsekatte Station on 10th July 1937. |
| | Devaragudda Plantation .. | .. | .. | Hosdurga T. B. on 12th July 1937. |
| Molakalmuru .. | Kamarakaval .. .. | 2,240 | .. | Bommagondankere on 8th July 1937. |
| | Molakalmuru Plantation .. | 39 | .. | Molakalmuru on 7th July 1937. |
| | Hireadvi Plantation .. | 200 | .. | Do do |
| | Jalipente or Chinoblagudda Block | 500 (approximate). | .. | Rampura T. B. on 10th July 1937. |

2. The successful bidder will be required to deposit twenty-five per cent of the purchase money, soon after the sale is closed and to pay up the balance together with the Local cess at one anna per rupee, Railway cess at six pies per rupee and Education cess at six pies per rupee on the whole amount within seven days from the date of confirmation of the sale failing which the deposit shall be forfeited to Government and the right re-sold at the risk of the first purchaser who will not participate however, in any gain but will make good any loss sustained by Government by such resale, the deficit being recoverable as a revenue demand under Section 79 of the Mysore Forest Regulation. License to begin collection will be issued immediately after the confirmation of the sale and on the full payment of the sale amount together with the cesses thereon.

3. The purchaser shall not sublet the harvesting without previous sanction of the Conservator of Forests. When such sanction is accorded, the sub-lessee will be bound by all the terms and conditions of the sale jointly and severally with the original purchaser. The purchaser shall furnish a list of men allowed to enter the plantation, etc., to cut and remove grass and shall hold himself responsible for breach of any of the Forest Rules and for the occurrence of fire in the plantations, etc., due either to himself or his men, which will be dealt with under the provisions of the Mysore Forest Regulation. He shall deposit a sum equivalent to 10 per cent of the purchase money for the fulfilment of the lease and shall execute an agreement for that purpose.

4. The purchaser shall not scrape or dig the grass in the plantations, but shall only cut and remove it.

5. The grass crop in the plantations and the Forests will be allowed only to be cut and removed between sunrise and sunset up to the end of the period stipulated, *viz.*, end of June 1938. No grazing or storage of grass will be allowed in them.

6. The purchaser shall not interfere with any forest operation, such as planting, sowing and felling that the Forest Department may wish to conduct in the leased area. Should any damage be caused by such operations to the grass crop, he shall not be entitled to any compensation.

7. In the event of breach of any of the conditions specified in the sale notice or agreement, the lease is liable to be cancelled, all the produce collected, confiscated and a penalty not exceeding Rs. 25 levied and recovered as an arrear of land revenue by the District Forest Officer and the Security Deposit or part thereof forfeited.

A. V. KESAVIENGAR,
*District Forest Officer.*